



IMPERIAL MARKET DAYS

Application & Agreement

Your Name: _____

Business Name: _____

Mailing Address: _____

City, State and Zip Code: _____

Phone: () _____

Fax: () _____

Contact Person: _____

Contact Phone: () _____

THE FOLLOWING WAIVER MUST BE DATED AND SIGNED.

As a participant of the Imperial Farmers Market I hereby waive any and all rights and claims for damages that may arise against the City of Imperial, its agents, representatives, and/or assigns, and hold each and every one of them harmless for any and all injuries and/or damages suffered in connection with all market activities. I hereby give permission for the free use of my name and picture in any broadcast, telecast and/or print media account of this event. I acknowledge I have read the above and fully understand the restrictions stated herein, and agree to abide by the Rules and Regulations established by the City of Imperial.

Date

Printed Name and Title

Signature

Participation Dates

(Please circle all dates you plan on participating)

Sat., Oct. 22

4:00PM to 8:00PM

Tues., Nov. 22

4:00PM to 8:00PM

Thurs., Dec. 15

4:00PM to 8:00PM

Sat., Jan. 21

4:00PM to 8:00PM

Sat., Feb. 25

4:00PM to 8:00PM

Sat., Mar. 17

4:00PM to 8:00PM

All Vendors must obtain a City of Imperial Business License (no charge) to participate.

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City of Imperial

420 South Imperial Avenue
Imperial, CA 92251
(760) 355-3335/
(760) 355-3807
www.cityofimperial.org

Office Use Only

Date Rec'd. _____

Approved By _____

Rec'd. By: _____

Imperial Farmers Market Rules and Regulations

Participants are responsible for providing:

- pop-up canopy
- table(s) for display
- chairs
- sandbags
- display rack
- dolly for loading/unloading
- booth lighting
- extension cord
- Certificate of Insurance
- Health Department Permit

State Board of Equalization Requirements

You must obtain a seller's permit if you are engaged in business in California and intend to sell or lease tangible personal property that would ordinarily be subject to sales tax if sold at retail; and/or will make sales for a temporary period, normally lasting no longer than 30 days at one or more locations. The requirement to obtain a Seller's Permit applies to Individuals, Partnerships, Corporations, Organizations, Husband/Wife Co-ownership, LLP's, LLC's. Both wholesalers and retailers must apply for a Seller's Permit.

All Vendors must obtain a City of Imperial Business License (no charge) to participate.

INSURANCE REQUIREMENTS: Applicable Vendors must carry product liability insurance in the amount of \$1Million with the City of Imperial as an additional insured.

Imperial Farmers Market Rules and Regulations

Section 1.0 Vendor Requirements

- Section 1.01 All spaces are assigned by the City of Imperial.
- Section 1.02 All items are required to be sold by and supervised by the Vendor or staff employed by the Vendor.
- Section 1.03 All set-up is to be completed within 30 minutes of the start of the event. Only one (1) vehicle per Vendor is allowed on the grounds during the event. Vehicles may not be moved during the event. Parking is located in designated areas.
- Section 1.04 Vendors are responsible to set up their own display, clean up their area and collect and report taxes. All vendors are required to remain in the area during the hours of the event.
- Section 1.05 All signage and decorations must meet City approval.
- Section 1.06 The City will provide and distribute media information and publicity.
- Section 1.07 The Imperial Farmers Market is an outdoor event that may have inclement weather conditions. The City is not responsible for any damage or theft of any goods, items or vendor display.



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- Section 1.08 All vendors shall obtain, at their own expense, licenses and permits required for operation, including but not limited to licenses and permits required by the State of California, the County of Imperial, and the City of Imperial, i.e., City business license, County health permit, etc.
- Section 1.09 Participants in the Imperial Farmers Market are prohibited from selling or distributing items that generate public complaints and/or extraordinary clean-up. Examples of prohibited items include "silly string", "confetti eggs", "spray stink", etc. Vendors selling unapproved items will be asked to leave the premises without refund.
- Section 1.10 All Temporary Food Stand Vendors are required to obtain a Public Health Permit prior to the event and post it on site at all times. Vendors failing to comply will be asked to leave the premises without a refund.
- Section 1.11 All Commercial Vendors are required to obtain a State Seller's Permit and a Public Health Permit prior to the event and post them on site at all times. Vendors failing to comply will be asked to leave the premises without a refund.
- Section 1.12 Food Vendors must have all grills, barbecues and propane tanks secured to the ground. Fire extinguishers with current date must be displayed in booth.

Section 2.0 TERMINATION OF AGREEMENT

- Section 2.01 The Imperial Farmers Market is an outdoor event and will be conducted rain or shine. The Vendor fee is not be refundable due to Vendor's cancellation or failure to appear.

Section 3.0 RELEASE, WAIVER AND ASSUMPTION OF RISK

- Section 3.01 Vendor shall provide and maintain in force during the term of this agreement combined single limit comprehensive public liability and products liability insurance coverage with each occurrence policy liability limits in the sum of one million dollars (\$1,000,000.00). This policy or policies or liability insurance shall contain the following endorsement: "City of Imperial, its officers, agents and employees are named as additional insured." A signed and complete certificate of insurance shall be submitted to the City prior to the event.
- Section 3.02 By participating in the Imperial Farmers Market, the Vendor and its employees and representatives are fully aware and understand the potential risks involved with participation in the Imperial Farmers Market. Specific dangers include damage to personal property, loss of personal inventory, serious physical injury or death. Additional dangers include and are not limited to damages due to inclement weather and other reasonably anticipated risks that accompany participation in such event.

